

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

INVISIBLE FENCE, INC.,)	
)	NO. CV-11-0180-JLQ
Plaintiff,)	
)	CONSENT DECREE
)	
vs.)	
)	
DENNIS HOGAN, an individual, d/b/a)	
INVINCIBLE INC., a/k/a INVINCIBLE)	
INC, DOG FENCE OF NORTH)	
AMERICA)	
)	
Defendants.)	

CONSENT DECREE

I. BACKGROUND

Plaintiff, Invisible Fence, Inc., owns the trademarks “Invisible®” (U.S. Reg. No. 1,765,230), “Invisible Fence®” (U.S. Reg. No. 1,600,470), “Invisible Fencing®” (U.S. Reg. No. 1,371,021), for use on and in connection with pet containment systems and components thereof (collectively referred to herein as “the Invisible Fence Marks”). Plaintiff instituted this civil action against defendants Dennis Hogan, an individual d/b/a Invincible Inc., a/k/a Invincible Inc., Dog Fence of North America, and Invincible Inc., d/b/a Invincible Inc. Dog Fence of North America on May 6, 2011. The Complaint asserts claims of trademark infringement in violation of 15 U.S.C. § 1114 and the common law, federal cybersquatting for use of the domain names “invisiblefencespokane.com” and “invisibletypefence.com,” unfair competition in

1 violation 15 U.S.C. § 1125(a) and the common law, and trademark dilution in violation
2 of 15 U.S.C. § 1125(c). The parties have now agreed to the settlement of this action, and
3 have entered into a settlement agreement. Pursuant to the terms and conditions of said
4 settlement agreement, the parties have jointly requested entry of this Consent Decree.

5 Accordingly, the Court ORDERS as follows:

6 **II. JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over the subject matter and the parties in this
8 case.

9 2. Venue in this district is proper pursuant to 28 U.S.C. § 1391.

10 **III. TRADEMARK OWNERSHIP**

11 3. Plaintiff is the owner of the trademarks “Invisible®” (U.S. Reg. No.
12 1,765,230), “Invisible Fence®” (U.S. Reg. No. 1,600,470) and “Invisible Fencing®”
13 (U.S. Reg. No. 1,371,021), each for use on and in connection with pet containment
14 systems and components thereof.

15 **IV. STIPULATED DECREE**

16 4. Immediately upon execution of this Consent Decree, Defendants, any and
17 all companies and businesses owned or controlled by Defendants, individually or
18 collectively, their successors, assigns and transferees, and their officers, directors,
19 shareholders, owners, members, managers, employees, agents, servants, and
20 representatives, and all persons in active concert or participation with any one or more
21 of them, are permanently enjoined from:

22 (a) using on Defendants’ website(s) the Invisible Fence Marks and any
23 word(s), term(s), name(s) or symbol(s) which, either alone or in combination with
24 the Invisible Fence mark(s), are likely to cause confusion, or to cause mistake, or
25 to deceive as to the affiliation, connection, or association of defendant with
26 Plaintiff, or as to the origin, sponsorship, or approval of Defendant’s goods,
27 services or commercial activities by Plaintiff;

1 (b) use of the Invisible Fence Marks as a domain name or part of a
2 domain name, as a search engine keyword or adword, as metadata, in any
3 sponsored search engine listings or other sponsored links;

4 (c) using illegally in commerce any word(s), term(s), name(s), symbol(s)
5 or device(s), or any combination thereof, or any false designation of origin, false
6 or misleading description of fact, or false or misleading representation of fact,
7 which is likely to cause confusion, or to cause mistake, or to deceive as to the
8 affiliation, connection, or association of Defendants with Plaintiff, or as to the
9 origin, sponsorship, or approval of defendant's goods, services or commercial
10 activities by Plaintiff;

11 (d) using illegally in commerce any word(s), term(s), name(s), symbol(s)
12 or device(s), or any combination thereof, or any false designation of origin, false
13 or misleading description of fact, or false or misleading representation of fact,
14 which, in commercial advertising or promotion, misrepresents the nature,
15 characteristics, qualities or origin of Plaintiff's goods, services, or commercial
16 activities;

17 (e) falsely passing of Defendants' goods or services as those of Plaintiff;
18 and/or

19 (f) diluting the distinctive quality of the Invisible Fence Marks as defined
20 by law.

21 **V. CONTINUING JURISDICTION**

22 5. This Court shall retain jurisdiction over the Parties hereto for purposes of:

23 (a) the enforcement of this Consent Decree and the associated Settlement Agreement; (b)
24 resolution of any disputes arising therefrom or associated therewith; and (c) any further
25 litigation involving the issues raised in Plaintiff's Complaint filed herein.

1 **VI. ATTORNEY FEES AND COSTS**

2 6. Each Party shall bear its own attorney fees, costs, and expenses incurred in
3 connection with, and relating to, this civil action and the resolution thereof.

4 **VI. DISMISSAL OF ACTION**

5 7. Except as otherwise indicated above, this case shall be dismissed with
6 prejudice.

7 The Clerk of this court shall enter this Decree, enter judgment of dismissal with
8 prejudice of the Complaint and the claims therein, and close this file.

9 Dated November 15, 2011.

10 s/ Justin L. Quackenbush
11 JUSTIN L. QUACKENBUSH
12 SENIOR UNITED STATES DISTRICT JUDGE
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